

ATTACHMENT 6

TRANSCRIPT OF PROCEEDINGS

BEFORE THE
PUBLIC UTILITY COMMISSION OF TEXAS
AUSTIN, TEXAS

INVESTIGATION OF SOUTHWESTERN)
BELL COMPANY'S ENTRY INTO THE) PROJECT NO.
TEXAS INTERLATA) 16251
TELECOMMUNICATIONS MARKET)

HEARING ON THE MERITS
TUESDAY, NOVEMBER 2, 1999

BE IT REMEMBERED THAT AT approximately
8:40 a.m., on Tuesday, the 2nd day of November
1999, the above-entitled matter came on for
hearing at the Offices of the Public Utility
Commission of Texas, 1701 North Congress Avenue,
William B. Travis State Office Building,
Commissioners' Hearing Room, Austin, Texas
78701, before KATHERINE FARROBA and DONNA NELSON,
presiding; and the following proceedings were
reported by William C. Beardmore, Kim Pence, Evie
Coder and Steve Stogel, Certified Shorthand
Reporters of:

20 A (Rowling) Gwent Rowling, ICG. I'm
21 going to head out of the cul-de-sac, but just
22 one point as far as the communication and trying
23 to get issues resolved for the CLEC industry as
24 a whole, which is one of the things that we did
25 address in the original hearing, and

1 Southwestern Bell referenced at some part some
2 CLECs are party to 21000, some are not. I
3 really don't ever want to be a party to 21000
4 because I want to resolve the issues before it
5 gets there.

6 In that vein, it is our hope that the
7 issues that we all face are resolved in an open
8 manner so it's not just the parties in 21000.
9 For example, in coordinated hot cuts, we've
10 addressed that in our affidavit. We do have
11 some concerns about that. That's being
12 addressed in 21000, I believe, by one of the
13 CLECs. Whatever is resolved in there, we may
14 not know about.

15 Frame due time, we have been asked by
16 Southwestern Bell to start using it. We didn't
17 come to Bell to do it. They asked us to start
18 doing it, and now I hear here that there are
19 some problems with that that have been
20 experienced by their CLECs. I know the CLECs
21 are reticent to do it.

22 Not getting SOC's, orders staying in SOC
23 status and never completing and manual
24 intervention problems, all of these are common
25 issues, and I think some of the are addressed in

1 some Docket 21000; if not now, maybe in the
2 future.

3 In order to bring a resolution before
4 CLECs come to a complaint process, I hope we can
5 develop a users' group, some kind of open forum
6 that we can share our common concerns and be
7 able to talk about things and resolve them not
8 in a docket that certain parties get the
9 documentation on but that the CLEC industry so
10 we don't have resolution on a CLEC-by-CLEC
11 basis.

12 JUDGE FARROBA: Actually, I want
13 to just add to that I guess a year ago, we
14 talked about an OSS users' group, and it was my
15 understanding that there was going to be an OSS
16 users' group, and that's slightly different from
17 the change management forum, and so I would like
18 to get a response from Southwestern Bell on that
19 issue.

20 A (Sirles) Glen Sirles, Southwestern
21 Bell. We have actually run the change
22 management forum as both the users' group as
23 well as the change management process. I'm not
24 aware of any issues that have come up through
25 that forum that we haven't been able to address

1 in that forum. If some issues do surface, and
2 we feel the need to expand that or set a sidebar
3 meeting from the change management process, then
4 we're very willing to do that.

5 A (Rowling) This is Gwent Rowling, ICG.
6 I think what's envisioned is more -- some of the
7 operational issues; for example, our 911 problem
8 on trying to migrate a 911 record. As it turned
9 out, there's other CLECs that had this problem.
10 There was a manual intervention problem that was
11 occurring in completing an LNP order so you
12 could unlock -- Southwestern Bell would unlock
13 the 911 record. These are common operational
14 issues, and as a matter of fact, I have had some
15 conversations with Sandy Kinney as well as Larry
16 Cooper about an OSS operational users' group --
17 excuse me -- a users' group that's apart from
18 OSS issues necessarily. So the two aren't
19 synonymous.

20 JUDGE FARROBA: So more of a
21 provisioning and those type of --

22 A (Rowling) Yes, ma'am, just general
23 operational provisioning issues.

24 Q (Ervin) I'm sorry. Go ahead.

25 JUDGE FARROBA: I just want to get

ATTACHMENT 7

SOUTHWESTERN BELL TELEPHONE COMPANY

TARIFF F.C.C. NO. 13

1st Revised Page 13-5

Cancels Original Page 13-5

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)13.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in 13.2.1 through 13.2.5 following.

The Telephone Company will notify the customer that Additional Labor Charges as set forth in 13.4 (Rates and charges) will apply before any additional labor is undertaken. Additional Labor Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is involved in the same Additional Labor Project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

A call-out of a Telephone Company employee for Additional Labor at a time not consecutive with the Telephone Company's Business Day is subject to a minimum charge of four hours, i.e., when Overtime and/or Premium Time charges apply. (C)

For Testing and Maintenance Services, if the customer elects not to release a circuit during the Telephone Company's Business Day, the Telephone Company will work with the customer to reach a mutually agreed upon time. (N)

13.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

13.2.2 (D)

13.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

(This page filed under Transmittal No. 2288)

Issued: July 23, 1993.

Effective: September 6, 1993.

1010 Pine Street, St. Louis, Missouri 63101

confirmed w/
Bob Royer/
SWBT -
chg which would
apply to CHC

SOUTHWESTERN BELL TELEPHONE COMPANY

TARIFF F.C.C. NO. 73
Original Page 13-6

ACCESS SERVICE

13. Additional Engineering Additional Labor and Miscellaneous Services
(Cont'd)

(M)

13.2 Additional Labor (Cont'd)13.2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

13.2.5 Other Labor

Other Labor is that additional labor not include in 13.2.1 through 13.2.4 preceding, including, but not limited to labor-incurred to extend the Point-of Termination as set forth in 2.1.4 (Provision of Services) preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

(M)

(T)

(M)

(M)

Material and revised material appearing on this page formerly appeared on 5th Revised Page 207.4 of Tariff F.C.C. No. 68.

Issued: March 3, 1992.

Effective: July 1, 1992.

1010 Pine Street, St. Louis, Missouri 63101

SOUTHWESTERN BELL TELEPHONE COMPANY

TARIFF F.C.C. NO. 73
 2nd Revised Page 13-36
 Cancels 1st Revised Page 13-36

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)13.4 Rates and Charges (Cont'd)13.4.2 Additional Labor

<u>Additional Labor Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(A) Installation			
- Overtime	ALH	\$250.00(I)	\$100.00(I)
- Premium Time	ALH	300.00(I)	250.00(I)
(B) Stand by			
- Basic Time	ALT	\$ 0.00	\$115.00(I)
- Overtime	ALT	0.00	140.00(I)
- Premium time	ALT	0.00	170.00(I)
(C) Testing and Maintenance with Other Telephone Companies or Other Labor			
- Basic Time	ALK	\$ 85.00(I)	\$55.00(I)
- Overtime	ALK	\$100.00(I)	\$80.00(I)
- Premium Time	ALK	\$110.00(I)	\$90.00(I)

Rates contained in this Transmittal are subject to subsequent adjustment, effective retrospectively back to the transmittal's original effective date, in the event the Commission or a court subsequently authorizes SBT to correct its rates pursuant to the decision in United States Telephone Association v. FCC (Case No. 97-1489)(slip. op. May 31, 1999)(D.C. Cir.), or pursuant to pending motions, or petitions for reconsideration or waiver (and including, but not limited to, any Application for Review of the letter from Lawrence E. Strickling, Chief, Common Carrier Bureau, FCC, to Dale Robertson, SBC, dated May 18, 1999 which may be filed with the Commission), or in the event of any other adjustment pursuant to an order of the Commission or a court.

(This page filed under Transmittal No. 2763)

Issued: June 1, 1999

Effective: July 1, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ATTACHMENT 8

Accessible



“Coordinated Cuts regarding UNE Loop and/or Number Portability”

Date: September 11, 1998

Number: **CLEC98-074**

Contact: Southwestern Bell Account Manager

This letter is to provide Southwestern Bell Telephone Company's (SWBT) Coordinated Cut Thresholds and Application of Charges. The attached chart displays these thresholds and when applicable charges apply.

Attachment

SWBT COORDINATED CUT THRESHOLDS (Note 1)
and
APPLICATION OF CHARGES (Note 2)

		DURING NORMAL BUSINESS HOURS (Note 3)	OUTSIDE NORMAL BUSINESS HOURS
LNP Standalone	with 10 Digit Trigger	Not a coordinated cut. Charges apply if coordinated cut is requested	1 + lines - charges apply
	without 10 Digit Trigger	1 + lines considered a coordinated cut - charges do not apply	
	where existing service is Direct Inward Dialing (DID)		
Unbundled Loop	with INP	20 + lines is a coordinated cut - charges do not apply	
	with LNP		
	Standalone	19 or fewer lines does not qualify for a coordinated cut - charges apply	
INP Standalone			
INP to LNP	with 10 Digit Trigger	Not a coordinated cut. Charges apply if coordinated cut is requested	
	without 10 Digit Trigger	1 + lines considered a coordinated cut - charges do not apply	
	where existing INP service is DNRI or FlexDID/INP Direct		

Note 1: Subject to existing Interconnection Agreements

Note 2: Southwestern Bell - FCC Access Tariff #73, Section 7

Note 3: Normal Business Hours - 8:00 a.m. to 5:00 p.m. local time, Monday through Friday,
excluding observed holidays

ATTACHMENT 9

REDACTED
FOR PUBLIC INSPECTION

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)
Application of New York Telephone Company)
(d/b/a Bell Atlantic -New York),)
Bell Atlantic Communications, Inc.) CC Docket No. 99-295
NYNEX Long Distance, and Bell Atlantic)
Global Networks, Inc., for Provision of)
Region, InterLATA Services in New York)

AFFIDAVIT OF JACK MEEK

ON BEHALF OF

AT&T CORP.

EXHIBIT J

October 19, 1999

BA-NY facility problem.³⁵ Thus, in these cases, as well as in the remaining 551 orders during this same period from August 4 to August 26, AT&T properly provided dial tone. Ultimately, however, BA-NY's claim that AT&T is responsible for too many dial tone failures cannot excuse BA-NY's failure to conduct the DD-2 Dial Tone Check on all scheduled hot cut orders on DD-2.

5. Due Date Minus 1 Hour Confirmation Call

55. The next step of the provisioning process is the telephone call on the due date, one hour prior to the cutover time, in which a representative of BA-NY's RCCC requests final authorization from AT&T to proceed with the hot cut (the "DD-1 Hour Confirmation Call"). The DD-1 Hour Confirmation Call is critical because it permits a final check by both AT&T and BA-NY before proceeding with the hot cut. If there has been a supplement to the order or some other change, this matter can be discussed during the DD-1 Hour Confirmation Call, and a decision can be taken to stop the hot cut. In particular, DD-1 Hour Confirmation Calls are designed to protect customers against early cuts (often caused by BA-NY's inability to correctly handle supplement orders), which cause customers to lose telephone service. If BA-NY made the DD-1 Hour Confirmation

³⁴ Maguire Aff., ¶ 5, NYPSC Record, Tab 977.

³⁵ See Supplemental Meek Affidavit (September 10, 1999), NYPSC Record, Tab 995.

Call in all cases, there would be no early cuts, as AT&T and BA-NY could stop the processing of orders that had been supplemented or postponed prior to any action by the BA-NY frame technician or by RCMAC at BA-NY's switch.

56. Frequently, however, no such call is made one hour prior to the frame due time, and the cut is made without prior notification to AT&T. An early cut is often the result, and AT&T's customer loses service. When an early cut occurs, AT&T must open a trouble ticket to restore the customer's service.

57. BA-NY's failure to make the DD-1 Hour Confirmation Call also adds to the disruption of the standard commercial process. If BA-NY does not make the DD-1 Hour Confirmation Call at the appropriate time, AT&T representatives must quickly escalate with BA-NY, calling to determine the status of the hot cut. This again increases costs and complicates the AT&T provisioning process.

58. To attempt to reduce these problems, AT&T has initiated a daily conference call with BA-NY to review orders that are scheduled to be cut the next day. This process, although time consuming, does help to facilitate the provisioning of orders. Nevertheless, from July through mid-September, BA-NY actually participated in these telephone calls

only half the time (the other half of the time BA-NY representatives indicated that they were too busy to be involved in the calls). While AT&T agrees that such calls are time-consuming and costly for both parties, BA-NY's failure consistently to make its DD-1 Hour Confirmation Call is the reason the call is needed.

59. Assuming the DD-1 Hour Confirmation Call is made, and upon receipt of authorization from AT&T, the RCCC coordinator calls the BA-NY frame technician to proceed with the hot cut. At the frame, the technician again confirms that there is dial tone on both the BA-NY and CLEC sides of the lines.

60. If dial tone exists, the BA-NY technician completes the hot cut at the frame due time by disconnecting the customer's loop from the BA-NY frame and cross-connecting the loop to AT&T's designated cable and pair on AT&T's collocated facilities. During the brief time that the loop is being physically moved from the frame to AT&T's facilities (which should be under 5 minutes), the customer is totally without service. Once the loop is cross-connected to AT&T's facilities, the customer should be able to make outbound calls, but will not have in-bound service until the porting of the telephone number is complete. When the cut at the frame is complete, the frame

ATTACHMENT 10

Documents associated with this attachment are proprietary and are being provided under separate cover pursuant to the Protective Order.

ATTACHMENT 11

Documents associated with this attachment are proprietary and are being provided under separate cover pursuant to the Protective Order.

ATTACHMENT 12

Documents associated with this attachment are proprietary and are being provided under separate cover pursuant to the Protective Order.

ATTACHMENT 13

Documents associated with this attachment are
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ATTACHMENT 14

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separate cover pursuant to the Protective Order.

ATTACHMENT 15

Sub-Metrics (continued) PR-4 Missed Appointments			
PR-4-04	% Missed Appointment – Bell Atlantic – Dispatch (61)		
Description	The Percent of Dispatched Orders completed after the commitment date, due to Bell Atlantic reasons.		
Products	Retail: <ul style="list-style-type: none"> • POTS • Complex 	Resale: <ul style="list-style-type: none"> • POTS • Complex 	UNE: <ul style="list-style-type: none"> • Platform • Loop – New • Loop – Hot Cut • Complex
Calculation	Numerator		Denominator
	Count of Dispatched Orders where the Order completion date is greater than the order due date due to Company Reasons (CISR_MAC like 'C') for product group.		0Count of Dispatched Orders Completed for product group.
PR-4-05	% Missed Appointment – Bell Atlantic – No Dispatch (62)		
Description	The Percent of No-Dispatch Orders completed after the commitment date, due to Bell Atlantic reasons.		
Products	Retail: <ul style="list-style-type: none"> • POTS • Complex 	Resale: <ul style="list-style-type: none"> • POTS • Complex 	UNE: <ul style="list-style-type: none"> • Platform • Loop – Hot Cut • POTS - Other • Complex
Calculation	Numerator		Denominator
	Count of No Dispatch Orders where the Order completion date is greater than the order due date due to Company Reasons (CISR_MAC like 'C') for product group.		1Count of No Dispatch Orders Completed for product group.
PR-4-06	% On Time Performance – Hot Cut (New)		
Description	% of all UNE Loop orders completed within cut-over window. Start time specified on LSR. For UNE Loops, includes both Loop only and Loop & number portability. Orders disconnected early are considered not met.		
Products	UNE: <ul style="list-style-type: none"> • Loop – Hot Cut (Coordinated Cut-over) 		
Calculation	Numerator		Denominator
	Count of hot cut (coordinated loop orders) (With or without number portability) completed within commitment window (as scheduled on order) on due date.		Count of hot cut (coordinated loop orders) completed.